



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

November 4, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AWARD OF A HEALTH SURVEY SERVICES AGREEMENT
TO FIELD RESEARCH CORPORATION TO CONDUCT THE 2005 AND 2007
LOS ANGELES COUNTY HEALTH SURVEY
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with Field Research Corporation for the purpose of conducting the 2005 and 2007 Los Angeles County Health Survey (LACHS) to collect information about health status, behavioral risk factors, access to and utilization of primary health care and preventive health services, effective upon Board approval through October 31, 2005, fully funded from grant sources with no net County costs, with two one-year automatic renewals through October 31, 2007, contingent upon funding from grant sources, with a maximum contract obligation not to exceed \$1,999,904.
2. Delegate authority to the Director of Health Services, or his designee, to accept and sign a forthcoming Grant Agreement, effective November 1, 2004 to October 31, 2006, between the County of Los Angeles and First 5 LA, to provide funding to support the 2005 LACHS, in the amount of \$300,000, in exchange for the collection, analysis and dissemination of data specific to children ages 0-5 and their families, upon review and approval by County Counsel.
3. Delegate authority to the Director of Health Services, or his designee, to accept and sign any future grant agreements to be effective November 1, 2006 to October 31, 2007, between the County of Los Angeles and First 5 LA, to provide funding to

support the 2007 LACHS, in an amount not to exceed \$375,000, in exchange for the collection, analysis and dissemination of data specific to children ages 0-5 and their families, subject to review and approval by County Counsel, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will enable the Department of Health Services (DHS or Department) to continue to build upon previous health survey findings regarding the quality of health within the County and to improve the availability of high quality health information to better serve local communities engaged in improving the health status of their residents, which is an important priority of the Department.

FISCAL IMPACT/FINANCING:

The maximum contract cost for the 2005 and 2007 surveys to be conducted is \$1,999,904. The maximum cost of the 2005 survey is \$969,675, which will be fully grant funded under a forthcoming Grant Agreement from First 5 Los Angeles (\$300,000), and grant funds from Alcohol and Drug Program - Federal SAPT Block Grant (\$60,000), Tobacco Proposition 99 (\$280,000), Public Health Response and Preparedness for Bioterrorism Grant (\$250,000), State Maternal Child Health Grant (\$25,000), Office of AIDS Programs and Policy (\$25,000), and the Office of Health Assessment and Epidemiology Deferred Account (\$29,675). Funding is included in the Fiscal Year 2004-05 Adopted Budget.

An appropriation will be requested for the 2007 survey as necessary, and subject to availability of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Ongoing assessment of the health status of the population is a core function of local health departments, and improving the availability of high quality health information is a major priority for the Department. The Office of Health Assessment and Epidemiology within DHS is charged with carrying out this assessment function by collecting and disseminating population-based health information to plan, evaluate, and develop policy, and to better serve local communities engaged in improving the health status of their residents.

The LACHS provides a primary vehicle for gathering information about access to health care, health care utilization, health behaviors, health status, and perceptions about health-related issues. The 2005 LACHS builds on three previous surveys conducted in 1997, 1999 and 2002. The ability to monitor health trends over time is an important priority for the survey. Each survey contains repeated items and replicates previous sampling and survey methodology to maximize comparability between each time period. In addition, the ability to be flexible and respond to emerging local health issues is also vitally important, so many of the items in each survey year will be newly developed.

The results of the LACHS are broadly disseminated through published reports, (e.g., LA Health, Key Health Indicators, Children's Scorecard), local area profiles, and by special request to users throughout Los Angeles County. The LACHS results are analyzed by small geographic areas to meet the demand for data specific enough to understand and formulate local responses to public health issues in Los Angeles County. The LACHS is a valuable information resource not only to County programs but to a broad range of organizations throughout the County, for example, the Children's Planning Council, First 5 LA, and the United Way, as well as hospitals, human services providers, and collaborative efforts involving health.

The LACHS will have two instruments and components. The first is the adult health survey which will be conducted in six languages: English, Spanish, Mandarin, Cantonese, Korean and Vietnamese. The second is the child survey which is conducted with the parent or legal guardian of a child under age 18 (preferably the mother) who must be living in the household with and taking primary responsibility for the health of the child to be eligible.

Surveys are conducted every other year and the parties have agreed that contractor is not expected to conduct a LACHS, or perform services during the period of November 1, 2005 through October 31, 2006, unless: 1) it is to complete unfinished 2005 LACHS work, or 2) it is mutually agreed to by Contractor and County. Additionally, because the statement of work for the 2007 LACHS may change slightly depending on DHS' future needs, the contract contains a change notice provision that permits the Director to modify the statement of work on condition that the modification is not a material change in terms and the contract's maximum obligation is not increased.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to form. The First 5 LA Grant Agreement will be reviewed and approved by County Counsel prior to acceptance.

CONTRACTING PROCESS:

On July 29, 2004, after having posted the release of a Request for Information (RFI) document on the L.A. County Online Web Site, DHS released a RFI seeking interested survey research organizations with expertise, capacity and experience to conduct a random-digit-dialed telephone survey of Los Angeles County residents. Nine firms submitted their RFI questionnaires. Four of the nine firms met the minimum qualifications and were asked to submit full proposals through a Request for Proposals (RFP) competitive selection document. Field Research Corporation was the only/sole firm that submitted a proposal. After reviewing the proposal, the Department's Evaluation Committee recommended Field Research Corporation for the contract award.

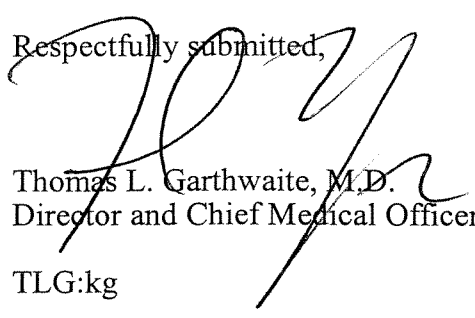
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Information collected from the health survey will be used by the Department and other health providers and community organizations to improve access to, and the quality of, health care for residents throughout Los Angeles County.

The Honorable Board of Supervisors
November 4, 2004
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kg

Attachments (2)

- c. Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3624.KG

SUMMARY OF AGREEMENT**1. TYPE OF SERVICE:**

To conduct the 2005 and 2007 Los Angeles County Health Survey to collect information about health status, health behaviors, perceptions about health-related issues, access to and use of health services among the adult and child population.

2. CONTRACTORS ADDRESS AND CONTACT PERSON:

Field Research Corporation
222 Sutter Street, Suite 700
San Francisco, California 94108-4411
Attention: Mark DiCamillo, Senior Vice President
Telephone: (415) 392-5763
FAX: (415) 434-2541
E-Mail address: mdicamillo@field.com

First 5 LA
333 South Beaudry Avenue, Suite 2100
Los Angeles, California 90017
Attention: William Nicholas, M.P.H., Ph.D.
Research Analyst
Telephone: (213) 225-6448
FAX: (213) 482-9470
E-mail address: WNicholas@First5.org

3. TERM:

Field Research Corporation Agreement is effective upon Board approval through October 31, 2005, with two one-year automatic renewals through October 31, 2007. The First 5 LA grant is effective November 1, 2004 through October 31, 2006.

4. FINANCIAL INFORMATION:

The maximum contract cost for the 2005 and 2007 survey is \$1,999,904, with no net County costs. The maximum cost of the 2005 survey is \$969,675, which will be fully grant funded under a forthcoming Grant Agreement from First 5 LA (\$300,000), and grant funds from Alcohol and Drug Program - Federal SAPT Bock Grant (\$60,000), Tobacco Proposition 99 (\$280,000), Public Health Response and Preparedness for Bioterrorism Grant (\$250,000), State Maternal Child Health Grant (\$25,000), Office of AIDS Programs and Policy (\$25,000), and the Office of Health Assessment and Epidemiology Deferred Account (\$29,675). Funding is included in the Fiscal Year 2004-05 Adopted Budget. The maximum cost of the 2007 survey is \$1,030,229. An appropriation will be requested for the 2007 survey as necessary, and subject to availability of funds.

5. GEOGRAPHIC AREA:

All Districts.

6. MONITORING:

The Office of Health Assessment and Epidemiology's and DHS' centralized contract monitoring unit will be responsible for monitoring the contract program.

7. APPROVALS

Public Health Programs: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County Counsel

During the term of this Agreement, Contractor shall conduct a 2005 LACHS, starting from the date of Board approval through October 31, 2005, and a 2007 LACHS, commencing November 1, 2006 through October 31, 2007. Contractor shall not perform services during the period of November 1, 2005 through October 31, 2006, unless: 1) it is to complete unfinished 2005 LACHS work and Contractor receives prior written authorization from Director to complete this unfinished work during this time period; or 2) it is mutually agreed to by Contractor and County which agreement shall be codified by a formal, written amendment to this Agreement specifying the nature of the services to be provided and the additional cost, if any, of those services.

In no event shall County be required to reimburse Contractor for the period November 1, 2005, through October 31, 2006. If 2005 LACHS services are not completed within the period of date of Board approval, through October 31, 2005, County at its sole discretion, may elect to pay Contractor only for those specific LACHS services which County permitted Contractor to carry forward into the period of November 1, 2005, through October 31, 2006.

In any event, this Agreement may be canceled or terminated by County, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement

such funds are reimbursable to County by its grantees.

4. COMPENSATION:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, Paragraph 4, Billing and Payment, attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any of the service activities designated in the Exhibit(s), Attachment(s), and/or Schedule(s), including but not limited to, any time spent on the preparation for such activities.

C. Original invoices shall be submitted directly to the Department of Health Services; Office of Health Assessment & Epidemiology; 313 North Figueroa Street, Room 127; Los Angeles, California 90012-2659, no later than fifteen (15) working days after the end of each calendar month.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the Maximum Obligation of County paragraph hereinabove.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services, or has its payment reduced, Contractor agrees to reimburse County or allow County to reduce payments to Contractor accordingly.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor.

adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may

or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of

prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any assignee or delegatee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claim which Contractor may have against County, whether under this Agreement or otherwise.

11. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of

to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 7, 8, 9, 12, 15, and 16, of the body of this Agreement, as well as, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the

federal, State, or local laws, regulations, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Schedule(s), or other Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a

County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Office of Health Assessment and Epidemiology
313 North Figueroa Street, Room 127
Los Angeles, California 90012-2659

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) Field Research Corporation
222 Sutter Street, Suite 700
San Francisco, California 94108-4458
Attention: Mr. Mark DiCamillo
Senior Vice President

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

FIELD RESEARCH CORPORATION

ADDITIONAL PROVISIONS

HEALTH SURVEY SERVICES AGREEMENT

Paragraph No.	Title	Page (AP) No.
16.	INDEPENDENT CONTRACTOR STATUS	21
17.	REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC")	22
18.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	23
19.	SAFELY SURRENDERED BABY LAW	24
20.	CONSIDERATION OF COUNTY'S DEPARTMENT OF SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPEN- DENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT	25
21.	COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT	25
22.	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT	26
23.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS .	27
24.	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	27
25.	USE OF RECYCLED - CONTENT PAPER AND PAPER PRODUCTS	28
26.	NOTICE OF DELAYS	28
27.	RESTRICTIONS ON LOBBYING	28
28.	CONFLICT OF INTEREST	29
29.	COUNTY'S QUALITY ASSURANCE PLAN	30
30.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE .	31
31.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	35
32.	SOLICITATION OF BIDS OR PROPOSALS	38

FIELD RESEARCH CORPORATION

ADDITIONAL PROVISIONS

HEALTH SURVEY SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder,

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California

sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located

authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations

provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify DHS Office of Health Assessment and Epidemiology personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any

a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between

notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law Los Angeles" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units,

parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or

County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and

calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein

FIELD RESEARCH CORPORATION

EXHIBIT A
(STATEMENT OF WORK)

HEALTH SURVEY SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of health survey services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to local community groups being surveyed herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide health survey services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such

Contractor with the name and telephone number of an appropriate County contact person as it relates to this Agreement.

3. STATEMENT OF WORK: Services to be provided by Contractor: Contractor shall provide health survey services which shall include, but not be limited to, the objectives, activities, timelines, and evaluation documents, as described in Attachment A, as attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services herein.

A. Monthly Billing: Contractor shall bill County in arrears. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of any County clients/patients, if any. Billing shall be submitted to County as set forth in Compensation Paragraph of this Agreement. County shall make net payment(s) to Contractor, in accordance with the dollar amounts listed in Schedules I and II, attached hereto and incorporated herein by reference, within thirty (30) working days of receiving a complete and correct billing from Contractor, subject to the withholding provision of this paragraph.

purpose(s)/agenda(s), participant(s), and costs.

E. Withholding Payment:

(1) County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) County may withhold any claim for payment by Contractor if Contractor has been given thirty (30) calendar days written notice of the existence any deficiency(ies) and has failed to correct such deficiency(ies) within the timeframe specified in the County's notice. This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected to County's satisfaction.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Attachment(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all outstanding payments to Contractor under

2005/2007 LA COUNTY HEALTH SURVEY – STATEMENT OF WORK FIELD RESEARCH CORPORATION

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	TIME LINE	METHOD(S) OF EVALUATION AND DOCUMENTATION
1. Finalize survey instruments	Meet with County staff and advisors to review study design plan. Review and revise questionnaire drafts as needed.	One week within the approval by the Board of Supervisors.	Submit revised questionnaire drafts to County for review and approval.
2. Program questionnaire onto Computer-Assisted Telephone Interviewing (CATI) system	Program questionnaire onto CATI system. Proof all questionnaire logic flows and skip patterns in preparation for pre-testing.	Weeks 2-4	Data consistency checks by Field project team. Status report to County.
3. Develop samples	Determine sampling strategies in conjunction with the County. Develop random digit dial telephone samples.	Weeks 2-4	Samples reviewed by Project Coordinator.
4. Initial telephone pretest	Conduct small-scale pretest of English-language questionnaire. Report findings and present recommendations for revisions to English language questionnaire.	Week 5	Status report to County with recommendations for revisions.
5. Questionnaire translations	Translate the survey instruments into five non-English languages (Spanish, Mandarin, Cantonese, Korean and Vietnamese).	Weeks 2-6	Resolve discrepancies in translations through a joint conference call between translators and Field staff.
6. Pilot testing	Conduct formal pilot test. Recommendations for final survey revisions.	December	Report pilot test findings with recommendations for final revisions and incorporate into questionnaire.

2005 LACHS Budget

	Rate/ Hour	Hours	Total
A. Salaries and Employee Benefits			
Full-time positions			
1. Project Coordinator/Technical Director	\$97	350	\$33,950
2. Data Collection Manager	\$44	123	\$5,412
3. Programmers	\$38	950	\$36,100
4. Research Assistants	\$27	800	\$21,600
5. Coder/Clerical	\$19	1,000	\$19,000
6. Interviewing Supervisor	\$16	2,000	\$32,000
Total full-time salaries			\$148,062
Employee benefits @ 42.5%			\$62,926
Total full-time salaries and employee benefits			\$210,988
Part-time positions			
1. Telephone Interviewers	\$9	23,500	\$211,500
Employee benefits @14%			\$29,610
Total part-time salaries and benefits			\$241,110
<i>Total salaries and employee benefits</i>			\$452,098
B. Operating Expenses			
RDD sample			\$16,000
Telephone			\$35,000
Translations			\$14,000
Other expenses			\$5,000
<i>Total operating expenses</i>			\$70,000
C. Indirect Cost @99%			\$447,577
TOTAL 2005 COST			\$969,675